

TERMS & CONDITIONS

General terms and conditions for sales and delivery from Surplus Systems GmbH
For business relations between companies



§ 1 General, Scope of Application

1. Only these general dealer conditions apply between Surplus Systems GmbH and the trader or trader who benefits from the services of Surplus Systems GmbH.

Trader, trader and reseller is any natural or legal person who enters into a legal transaction for a purpose which can be attributed to his commercial or independent professional activity.

2. We shall not accept any terms and conditions of the Purchaser which are contrary to or deviate from our business conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions also apply if we carry out the delivery to the buyer without reservation, in the knowledge of conditions of the buyer which are contrary to or deviate from our business conditions.

3. Agreements made in individual cases between the contracting parties (including supplementary agreements, amendments and amendments) shall in any case prevail over these terms and conditions. For reasons of legal certainty, amendments and supplements shall be recorded in writing.

4. Our terms of sale apply only to companies within the meaning of Section 310 (1) BGB (German Civil Code)

§ 2 Offer, conclusion of contract

1. An order of the buyer, which can be qualified as an offer to conclude a purchase contract, can be accepted within two weeks by sending an order confirmation or by sending the ordered products within the same deadline. Confirmation of the order is also the transfer of our invoice in the same period.

2. Our offers are free and non-binding, unless we have expressly named them as binding.

3. We retain all proprietary rights and copyrights on all illustrations, drawings, catalogs, samples and other documents. The purchaser is only allowed to pass these on to third parties with our written consent, irrespective of whether we have identified these as confidential.

4. We are entitled to assign the claims arising from our business relations

§ 3 Sample sending, minimum annual turnover

1. Individual samples are generally charged and sent with a flat-rate shipping charge of € 5.90 net per package for the account of the buyer (valid only for Germany). There is no right of return for samples.

2. In order to ensure an adequate presentation of the brand and in the context of efficient customer support, the minimum annual turnover is € 2000 net.

§ 4 Prices Terms of payment

1. Our prices do not include VAT. This is stated separately in the invoice in the respective statutory

amount. The list prices valid on the day of delivery shall apply.

2. Unless otherwise stated in these General Terms and Conditions, the transport costs shall be invoiced separately.

3. If the buyer is in default with a payment, the statutory provisions apply. In addition, all our claims are due for immediate payment.

4. The buyer is entitled to set-off only if the counterclaims have been legally established, recognized by us or are not disputed. This also applies if complaints about complaints or counterclaims are claimed. The buyer is only entitled to exercise a right of withholding if his counterclaim is based on the same contractual relationship.

§ 5 Method of payment

1. Payment must be made in cash or by bank transfer.

2. Checks are only accepted for payment and for us free of charge and without charge. Credit notes for checks are made subject to the receipt with value date on the day on which we can dispose of the counter value.

3. All payments are payable exclusively to VR FACTOREM GmbH, Ludwig-Erhard-Straße 30 - 34, 65760 Eschborn, to which we have assigned our present and future claims from our business relationship. We have also transferred our reserved ownership to VR FACTOREM GmbH.

§ 6 Delivery time

1. Delivery dates or deadlines, which have not been expressly agreed as binding, are non-binding. The delivery time stated by us begins only when the buyer has fulfilled all obligations in good time and in due time.

2. In the case of custom-made products, the stated delivery times shall be valid from the date of the written production release of the color and shape pattern underlying the production. If a release is not possible, the delivery time is extended by the corresponding time until the final production release, irrespective of the causes (color, shape, material deviation).

3. In case of delayed delivery due to strike, lock-out, war, riot or other cases of force majeure, the delivery time shall be extended by the duration of the delay thus incurred.

4. We are entitled to partial deliveries and partial services at any time, as far as this is reasonable for the customer.

5. In the case of a fixed transaction, we shall be liable in accordance with statutory provisions. If, as a result of a delay in delivery for which we are responsible, the buyer is entitled to assert the loss of his interest in the further fulfillment of the contract, we shall be liable according to the statutory provisions with the proviso that our liability is limited to the foreseeable, When the Delivery delay is not

based on a deliberate violation of the contract for which we are responsible.

6. We shall also be liable according to statutory regulations if a delay in delivery for which we are responsible is based on an intentional or grossly negligent breach of the contract, whereby the liability is limited to the foreseeable, typically occurring damage.

7. If the delivery delay for which we are responsible is based on a culpable violation of a contractual obligation, we are liable according to the legal regulations, whereby the liability is limited to the foreseeable, typically occurring damage. The contractual obligations which are necessary for the proper performance of the contract and which are regularly expected to be met by the contractual partner shall be deemed to be contractual.

A fault of our representatives or vicarious agents is attributable to us.

9. The liability for the foreseeable, typically occurring damage is limited, if the delivery delay is not based on a deliberate violation of the contract for which we are responsible.

10. In the event of a delay in delivery, the purchaser agrees to grant us an additional period of four weeks before the assertion of further claims.

11. Any further liability for a delay of delivery for which we are responsible shall be excluded. The remaining statutory rights and rights of the purchaser, which are due to him in addition to the claims for compensation, shall remain unaffected.

§ 7 Delay in acceptance

1. If the buyer is in default of acceptance, or if he culpably infringes any other obligation to cooperate, we are entitled to demand compensation for the damages incurred, including possible additional expenses. We reserve the right to make further claims.

2. Upon the occurrence of the acceptance or default of debtors, the risk of accidental deterioration and accidental loss will pass to the buyer.

3. In the event that the buyer does not accept the goods after a warning with a reasonable deadline, the buyer is obliged to pay a lump sum damage compensation amounting to 25% of the net weight value, unless the buyer proves that No or a substantially lower damage occurred.

§ 8 Shipping, packaging

1. Shipping and dispatch are at the risk of the buyer. Transport insurance shall only be provided by us at the explicit request and at the expense of the purchaser.

2. We do not take back transport and all other packaging in accordance with the packaging regulations; Except pallets. The purchaser shall provide for disposal of the packaging at his own expense.

TERMS & CONDITIONS

General terms and conditions for sales and delivery from Surplus Systems GmbH
For business relations between companies



§ 9 Notification of defects

1. The buyer has to examine the received goods immediately for defects and condition. Obvious and / or recognized defects must be notified to us in writing at the latest within 7 days, stating the customer number, invoice number and invoice date.

2. Commercial or minor technical variations in quality, shape, color, size. Weight, etc. do not entitle to complaints, as well as slight changes due to model and production changes, if the deviations and changes in the individual case are reasonable for the buyer.

3. In the event of justified and timely notification of defects, we shall be entitled to supplementary performance in the form of delivery of new goods to the exclusion of the buyer's rights. The buyer has to grant us a reasonable deadline for the supplementary performance. If the supplementary performance has failed, or if we are not willing or unable to carry out the supplementary performance, or if this delay is delayed beyond reasonable time limits, the purchaser may, at our discretion, demand a reduction of the purchase price. To withdraw from the contract the amendment shall be deemed to have failed with the second vain attempt, provided that no further and reasonable to the buyer.

4. Claims for damages with the limitations stated in these terms and conditions due to the defect can only be asserted by the buyer if the supplementary performance has failed. The right of the purchaser to assert further claims for damages, as stipulated in these terms and conditions, shall remain unaffected.

5. The buyer is obligated to return the defective product to us in the original or equivalent packaging within 14 days after the defect has been found. In the case of justified and timely notification of defects, we will reimburse the shipping charges without delay. In order to avoid unnecessary costs, the return must only be done with our written consent. In the case of returns, the acceptance is refused without written agreement.

6. The warranty claims of the buyer lapse one year after delivery of the goods to the buyer, unless we have concealed the defect maliciously; In this case, the statutory provisions apply. The statutory period of limitation in the case of a supply regress pursuant to Sections 478, 479 BGB shall remain unaffected.

§ 10 Liability

1. We are liable according to statutory provisions, provided the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. Unless intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.

2. In addition, we shall be liable in accordance with statutory provisions if we culpably breach a material contractual obligation or a cardinal liability, but only for the foreseeable, contract-typical damage. We shall not be liable for the slightly negligent violation other than these obligations.

3. Liability for culpable injury to life, body or health shall remain unaffected; This also applies to the mandatory liability according to the product liability.

4. Unless stated otherwise, the liability is excluded in particular for lost profits or because of other assets of the customer.

§ 11 Reservation of title

1. The goods delivered (reserved goods) remain our property until the fulfillment of all claims, including all balances due from current account, which are due to us against the buyer now or in the future. The buyer may neither pawn nor surrender the object of delivery. In case of seizure as well as confiscation or other orders by a third party, the buyer has to notify us without delay.

2. In case of breach of contract by the buyer, we are entitled to reclaim the purchase item. There is a rescission of the contract in the recovery as well as in the seizure of the reserved condition.

3. The purchaser is entitled to resell and / or use the reserved goods in the ordinary course of business as long as he is not in payment default.

4. The buyer already assigns to us the claims arising from the resale or any other legal basis with regard to the reserved goods, including all balances due from current account, up to the amount of our purchase price claim; We accept the assignment. We hereby authorize the purchaser to revoke the claims assigned to us for his invoices in his own name. The authorization can be revoked at any time if the buyer does not properly fulfill his payment obligations. In this case, the buyer is obligated to provide us with names and addresses and all the information required with regard to the third-party debtors to hand over all related documents, in particular a list of the remaining conditional goods, and to notify the debtor of the transfer of receivables.

5. We undertake to release the collateral which is due to us at the Purchaser's request insofar as the value of our collateral exceeds the claims to be secured by more than 20%. The choice of collateral to be released is our responsibility.

6. The withdrawal from the contract is not necessary to assert the rights from the reservation of property, unless the customer is a consumer.

§ 12 Custom-made products

1. Special designs are executed from the respective minimum requirements and minimum order values. We are also entitled to have the special products made by third parties.

2. Deliveries of custom-made products always take place at the factory. The dispatch of the special products always takes place at the risk of the customer.

3. The price negotiated for the special constructions is understood as a net / net price plus statutory VAT. For the method of payment for custom-made products, a 30% advance payment will be made on order placement (within Germany). The rest is payable on delivery without any deduction. Our payment requirements can also be covered by bank guarantee.

4. In the case of special models and in the case of orders with the provision of advertising, an additional or short delivery of up to 5% is permissible, unless otherwise agreed in writing. The buyer is obligated to accept a quantity overrun of up to 5% and to compensate accordingly. In the case of the short delivery, he is entitled to demand a corresponding price reduction for the part not delivered.

5. Small deviations in format, color, material, etc. do not entitle the customer to complaints, as far as they are reasonable in the individual case for the buyer.

6. There is no right of return for samples. All custom-made items as well as articles with advertising attachments are excluded from the return.

7. Documents, copies, photographs, templates, etc. left to us shall be carefully handled and stored by us. The return is only made at the explicit request of the customer and at his expense and risk. The restitution and retention of such documents shall lapse if no further order has been issued within 12 months.

§ 13 Place of Performance, Place of Jurisdiction,

Applicable law

1. The place of performance for all liabilities resulting from the delivery business is Bonn.

2. Jurisdiction for all disputes in connection with the delivery business in the exchange and check process is, according to our choice, Bonn or Frankfurt am Main.

3. The law of the Federal Republic of Germany shall apply exclusively to the Civil Code and the Commercial Code; The application of the UN purchase law is excluded.